



## ***Rental Agreement & Policies***

**1. Check-In/Check-Out** - Check-in is **4:00 p.m. (CST)**. DO NOT ARRIVE ON THE PROPERTY UNTIL CHECK-IN TIME UNLESS OTHERWISE STATED PRIOR. Please refer to your reservation details for the property address and check-in information. Check-out time is by 10:00 a.m. (CST) firm so we may prepare for our next arrival. We are unable to offer early check-in, so please plan on checking in at the scheduled 4:00 p.m. CST time. Any check out after 10:00 a.m. CST will be charged for a FULL extra day.

**2. Upon Arrival** - Please read the entire digital guest book for all information pertaining to the home, Wi-Fi, trash, etc.

**3. No Unapproved Pets** - If any pet(s) or evidence of a pet(s) is found in the property or on the premises without prior approval, you will be asked to vacate immediately and forfeit all rental payments. Any evidence of pets in your rental property or on the premises may result in additional charges.

**4. Family Rentals ONLY!** - We are very serious about maintaining a family atmosphere for the enjoyment of all guests. We will rent to family groups, married couples, and responsible adults over the age of 25 (proof of age is required). The total number of persons allowed in the unit at any time is restricted to the stated limit for each property. Absolutely no house parties allowed. This includes weddings, wedding parties, and receptions. During spring break season, we require groups under the age of 25 to first request approval for an exception to this rule. Any violators without prior written approval will be evicted without refund.

**5. Student Group Exceptions** - We allow student rentals only on a case-by-case basis. PLEASE INQUIRE FIRST FOR APPROVAL. If a student group is accepted, the group is required to pay special damage deposits, register each guest with a copy of the guest's Driver's License, sign the addendum to the contract terms, and mail all of this info in within 21 days of booking the home or no later than 7 days prior to check-in date. Student groups are subject to inspections to ensure the home/asset is being properly cared for. Any violations of these procedures will be evicted without refund.

**6. Falsified Reservation** - Any reservation obtained under false pretenses will be subject to forfeiture of reservation deposit and/or balance of rental payment. Guests will not be permitted to check-in. Note: Guests may not

sublet units.

**7. Reservation Deposit** - Payment for reservation must be paid in FULL no later than 60 days prior to your scheduled check-in date. Failure to do so will result in a \$75 late fee and/or loss of all funds sent and cancellation of the reservation.

**8. Refunds** - No refunds will be given for late arrivals or early departures, or for any other reason other than stated herein this contract.

**9. Travel Protection Insurance** - As a company, we strongly advise purchasing travel insurance to protect your trip. We highly recommend a plan. This provides the most protection for you and your family. If travel insurance is purchased, the standard refund/cancellation policy becomes void, and the terms of the travel insurance that was purchased shall govern any right to a refund/cancellation. If travel insurance is not purchased, then there will be no refund given outside of TLV's cancellation policy. See details here. Red Sky Travel Insurance, 1-866-889-7409, <https://travellifevacations.archinsurancesolutions.com/>,

**10. Cancellations** - Written (Email) notice is required for all cancellations.

Cancellation Policy: Please review the cancellation policy on your booking channel and/or your reservation at the time of booking. This will be the cancellation policy for your reservation.

If you cancel within the nonrefundable period, you will forfeit all rental, cleaning, fees, and tax money sent.

No refunds are provided for cancellations for an early departure.

No exceptions will be made to the channel cancellation policy.

(If you are a guest who has received a credit or a transfer towards a future week, TLV's standard cancellation policies do not apply, and all cancellation policies are void for your reservation. You will be required to purchase travel insurance for any money to be refunded if you need to cancel for any reason.)

**11. Inclement Weather Policy** - Should a hurricane or tropical storm threaten our area, we will receive evacuation instructions from the National Hurricane Center and our local governing officials. If the "Mandatory Evacuation" order is given, refunds will only be given from your travel insurance company if you have purchased coverage. Travel Life Vacations will not issue a refund of any rent payments. Cancellations or an early departure

due to inclement weather do not warrant a refund. If there is a loss of power for any reason, Travel Life Vacations is in no way liable for refunds.

**12. Extenuating Circumstances** - Uncontrolled events and natural disasters, including but not limited to pandemics, viruses, hurricanes, tornadoes, floods, travel bans, and border closings warrant refunds solely at the discretion of Travel Life Vacations. If a refund is provided, TLV will charge a management/operating fee of a minimum of 15% of the weekly rental rate, including taxes.

**13. Damages** - Guests assume full financial responsibility for damages due to misuse or negligence and missing items. Prior to check-out, please report any damages that occurred during your stay. Any charges will be placed on your damage insurance policy or charged directly to your credit card on file. The property shall be in the same condition upon departure as at check-in, normal wear and tear excepted. TLV or its agents may enter the property at reasonable times to make repairs. Guests may cook in areas specifically designated for cooking. Guests must immediately notify TLV of fire or other damage to property. Guests shall be liable for all acts of the family, invitees, or other persons invited onto the property. Guests may not sublet or assign this rental agreement. Guests shall be responsible for returning all keys and gate or garage door openers upon departure. Guests shall abide by the house rules of TLV, as provided to Guests. Guests shall not bring any pets onto the property unless it is pet friendly and approved prior to booking. Guests will not smoke indoors. Guests will rinse feet of sand before entering the unit. No parties or events shall be allowed without prior consent. No catering or outside music is permitted without prior consent. If you find any items requiring maintenance or repair during your stay, the Guest agrees to notify TLV of the need for maintenance or repair. Any unreported maintenance or repair will be charged to the Guest as damage at the end of the Guest's rental.

**14. Non-Smoking Units** - All our properties at TLV are non-smoking, and smoking is strictly prohibited inside all rental units. Any evidence of smoking in the property will result in a FULL LOSS of damage deposit. If further damage is found due to smoking, such as burn marks or ash stains, renters will be billed for damages for the full cost for repair. No Cigarettes, cigars, vapes, or E-cigs are permitted to be used inside the property.

**15. Housekeeping** - The housekeeping cleaning fee is added to your total to be completed upon checkout only. You are responsible for cleaning your unit during your stay and for leaving the unit in good condition at checkout. Linens and bath towels are included and are not to be taken from the unit. We

suggest you bring beach towels and beach blankets. Guests will need to provide their own paper items and cleaning supplies. An initial set-up of trash liners and bathroom paper is provided. Extra items needed are the responsibility of the guest. Items included with the home: One roll of paper towels, toilet paper, a couple of dishwasher pods, and a couple of laundry pods.

**16. Items Left in the Unit** - TLV is not responsible for personal items left in a unit. Personal items remaining in the unit may be discarded, and TLV does not guarantee storing any personal items. If items are found and you wish them returned, there will be a \$25 service charge, plus shipping costs.

**17. Cable & Internet Service** - All our properties include internet access. Cable service is available at certain properties only. We do not, however, guarantee internet connectivity due to service being provided by an outside vendor, restrictions from personal computers, or other factors that may lead to interruption of internet service. In the event the internet service is inoperable, we will do our best to troubleshoot over the phone, but if further assistance is needed, the guest will be responsible for contacting the internet provider in the event of an outage. No refunds will be given due to the loss of internet service.

**18. Utilities** - No compensation will be given for a temporary outage of electricity, gas, water, cable, telephone service, heated pools, or internet service. Outages will be reported immediately, and all efforts will be made to have them restored as soon as possible. TLV is in no way responsible for ANY outages from outside vendors but will act quickly in attempting to resolve the issue. No refunds will be given.

**19. Maintenance Problems** - Guests are required to promptly report any maintenance problems to TLV. Do not leave doors or windows open while the A/C or heaters are operating. If a unit fails due to doors or windows being left open, the guest will be responsible for the repair cost. A/C must NEVER be turned below 70 degrees for any reason. TLV staff may enter the property to respond to any maintenance and/or housekeeping issues during your stay. No refund or rate adjustment will be made for unforeseen failures such as the supply of electricity, water, pool filtration systems, air conditioning, telephone, television or cable service, appliances, pool heaters, etc.

**20. Construction** - TLV is unable to control or predict any projects or construction that may be going on in the area at the time of your stay and therefore cannot be responsible for any inconvenience this may cause. No refunds can be given in the event of nearby construction.

**21. Vehicle Policy** - All RVs, Trailers, Boats, Jet Skis, large box vans or buses, must ALL be approved by TLV prior to rental. Guests may request approval by email and should submit details and sizes for approval.

**22. Good Neighbor Policy** - Guests agree that no more than the number of people stated in this agreement will occupy the premises. Unauthorized people on the property will be asked to leave immediately. Only the Guest and the Guest's invitees may occupy the premises. If there is excessive noise or music, any illegal activity, or evidence of violating these policies, you may be asked to vacate the premises without any refund, and additional charges may be assessed. Please be sure to observe all rules and regulations which are provided for each property. All guests are required to conform to all rules and regulations of the properties. Any liability concerns/issues such as dangerous behavior, jumping off a balcony, or reckless driving of the golf cart (LSV), although not limited to these examples, liability violations are of the discretion of the TLV Company and are subject to eviction with no refund or compensation.

**23. Pool Policy** - The pool is to be used by registered guests only. A fee is required to heat the private pool/spa; if the guest desires heating, please request heating upon booking. Tampering with or adjusting the pool heater is strictly forbidden. If the pool is not heated to adequate temperature, please contact TLV. If the pool heater is found to be adjusted or tampered with, charges will incur.

**24. Golf Carts/Bicycles** - (Only if applicable at specifically advertised homes), Golf carts (also referred to herein as low-speed vehicles or LSVs) are included free with most of TLV properties (But not all, it will be advertised in the homes that do include one). Bicycles are included free with some (But not all, it will be advertised in the homes that do include them) TLV properties. In the event a golf cart or bicycle needs repair or is no longer operable, there will be no refunds, but TLV will use reasonable efforts to repair the golf cart or bicycle. Replacement golf carts or bicycles may be provided if available. The person responsible for renting through TLV (who accepts and acknowledges this Agreement by making payment as provided herein)(hereinafter "Operator") assumes complete liability for the care of and use of the golf cart and bicycle(s) during their stay and assumes full liability and responsibility for ensuring adherence to the rules and safety information provided herein. Operator authorizes TLV to charge the damage deposit credit card or checking account on file for any damages, costs or liability resulting from or arising out of the use of the golf cart or bicycle(s) in

violation of this Agreement.

The operator expressly acknowledges and agrees that operating a golf cart and bicycle involves the risk of serious bodily injury, death, and/or property damage and hereby assumes such risk knowingly and voluntarily. The operator expressly acknowledges that he/she and any additional operators permitted to use the golf cart are licensed drivers over the age of 21, have valid insurance, are familiar with the safe operation of golf carts, and are confident of their own ability to operate a golf cart safely. If bicycles are at the property, they will be adult bicycles and are only meant for riders 16 and older. No one is permitted to operate, drive, or ride on the golf cart or bicycle(s) without the express permission of the Operator.

In consideration of being permitted to operate and ride on the golf cart or bicycle(s) being provided, Operator does for themselves, their guests, their authorized operators, drivers, and passengers, and their heirs, executors, administrators and assigns, hereby release and forever discharge, indemnify and hold harmless TLV and TLV's owners, agents, employees and assigns, as well as the owners of the rental property and their assigns, from any and every claim, suit, demand, action or right or action of whatever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries, known or unknown, death or property damage resulting, or to result, from any accident that may occur and any activities in the operation of the golf cart or bicycle(s) whether by negligence or otherwise that result in injury or damage. With your acceptance of this Agreement, you agree that you have read, understand, and agree to the provisions outlined in this paragraph with respect to the golf cart and bicycle(s). You are also stating that you, your family, your guests, or anyone who utilizes the golf cart and bicycle(s) from your reserved rental property has read, understands, and agrees to the provisions set forth in this paragraph with respect to the golf cart and bicycle(s) and holds both TLV and the owner of the rental property you are staying in completely harmless and free of any and all liability that may arise from use of the golf cart and bicycle(s) as provided above.

**25. Checkout Instructions** - Checkout is strictly 10:00 a.m. CST. Please follow the checkout instructions provided in the digital guest book prior to departure. If all guests check out before 10:00 a.m. CST, please send us a courtesy text to inform us you have vacated the property.

**26. Student Group Damage Deposit** - A student group damage deposit of \$100.00 per person is required. The damage deposit covers unintentional damages to the rental unit that occur during your stay. The student group damage deposit is paid at the time of booking and will be refunded after you check out provided the property is left in the condition it was found. If expenses are incurred to repair damages, replace missing items, pay for extra cleaning, or any other violation of the rental agreement, TLV reserves the right to apply the damage deposit to these expenses. If there have been no other violations of the rental agreement, then the student group damage deposit will be mailed back 7-21 days after check out. Please do not contact us in regard to your deposit, it will be handled and refunded to you electronically or via mail in the form of a check.

**27. Damage Protection Waiver** - As an alternative to the damage deposit, guests may pay a Damage Protection Waiver of \$149.00-\$299.00, which is non-refundable and covers up to \$500-\$800 in damages. If damages exceed \$500-\$800, guests will be billed for the balance exceeding \$500-\$800.

**28. Chargebacks or Disputes** - In the event of a dispute due to damage and/or cancellation refunds, guests forgo the right to file a chargeback or a credit card dispute with the guest's financial institution for any reason. Guests are required to work the discrepancy out solely with a representative of Travel Life Vacations company. In the unlikely event guests attempt to collect funds through dispute or chargeback, guests will be in violation of Section #30 of this contract, FLORIDA STATUTE 509.151.

**29. Rental Contract** - TLV reserves the right to cancel a reservation for any reason at any time, without notice. This is unlikely and rarely needed, and if TLV cancels a reservation, a refund will be given. TLV is not responsible for lost travel costs or rehousing.

**30. FLORIDA STATUTE 509.151** - Obtaining food or lodging with intent to defraud; penalty.—(1) Any person who obtains food, lodging, or other accommodations having a value of less than \$300 at any public food service establishment, or at any transient establishment, with intent to defraud the operator thereof is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 ; if such food, lodging, or other accommodations have a value of \$300 or more, such person is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

**31. DISCLAIMER** - While TLV strives to maintain rentals in the finest condition, no guarantees are expressed or implied regarding the suitability of

the property for any particular purpose. In consideration of the use of the rental, the undersigned Guest, as agent and principal for all persons occupying or visiting the Rental during the Rental Term, acknowledges and agrees that TLV shall not be responsible for any supervision or control of the rental premises and shall not be liable for any loss, damage, injury, accident, delay, or death which may be suffered by the Guest, Guest's family, children, invitees, principals or licensees, or any other person on the property, and it is expressly agreed that all use of the Rental shall be undertaken at Guest's own risk. It is further agreed that TLV shall not be subject to any claim, demand, injury, or damages whatsoever, including without limitation, those damages resulting from the negligence of TLV. Guest, on his/her own behalf and on behalf of his/her personal representative, administrator, heirs, assigns, and successors, does hereby expressly forever release and discharge TLV from all such claims, demands, injuries, damages, actions, or causes of action.

**32. Representations by Renter** - All information provided to TLV must be accurate and truthful. By providing TLV with the wrong info pertaining to who you are or the type of group you are, gives TLV the right to make null & void your reservation without refund.

**33. Governing Law; Venue** - This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law rules. Any action relating to or arising out of this Agreement shall be brought only in a court of competent jurisdiction located in Okaloosa County, Florida or Walton County, Florida.

**34. No Waiver** - The failure by TLV to insist upon strict performance of, or to seek the remedy of, any one of the terms or conditions of this Agreement or to exercise any right, remedy, or election set forth herein or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such term, condition, right, remedy, or election, but such item shall continue and remain in full force and effect. All rights or remedies of the parties specified in this Agreement and all other rights or remedies that they may have at law, in equity, or otherwise, shall be distinct, separate, and cumulative rights or remedies, and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy of the parties.

**35. Binding Effect** - This Agreement shall be binding and inure to the benefit of the parties and their respective successors and assigns. If the guest attempts to sue TLV for any reason, TLV reserves the right to countersue for losses, legal fees, or damages.

**36. Waiver of Right to Jury Trial** - THE GUEST AND TLV EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTIONS BROUGHT BY OR AGAINST THE GUEST OR TLV IN CONNECTION WITH THIS AGREEMENT.

**37. Acknowledgement & Acceptance** - The guest acknowledges that he/she has read and agreed to the above terms and policies stated in this agreement. If the guest understands by paying, he/she accepts all TLV terms inside this rental contract. I understand that violating this agreement could result in penalties, a full loss of deposit, and/or eviction.

***Thank you for choosing Travel Life Vacations! We hope you enjoy your stay and make great memories that will last a lifetime!***